

Google Ads Credits Addendum

This Google Ads Credits Addendum ("**Ads Credits Addendum**") is entered into by and between Google LLC ("**Google**") and Riot Games, Inc. ("**Company**"), pursuant to that certain Addendum to the Google Play Developer Distribution Agreement, by and between Google LLC, Google Ireland Limited, Google Commerce Limited and Google Asia Pacific Pte Limited, on the one hand, and Riot Games, Inc. on the other hand ("**Play Addendum**"). Company's receipt of Google Ads credits under this Ads Credits Addendum ("**Ads Credits**") will be governed by (a) the Google Advertising Program Terms that are in effect between Google and Company, or if no Google Advertising Program Terms are in effect, the standard Google Advertising Program Terms located at <http://www.google.com/ads/terms> (as applicable, the "**Ad Terms**," or the "**Terms and Conditions**") and (b) the provisions herein.

Any capitalized terms not defined in this Ads Credits Addendum have the meanings assigned to them in the Terms and Conditions. Except as modified by the terms herein, all of the provisions of the Terms and Conditions will remain in full force and effect. For clarity, and without limiting the foregoing, the governing law and dispute resolution provisions of the Ad Terms will apply to this Ads Credits Addendum.

1. In order to be eligible for Ads Credits, Company must, using either Google Ads App Campaigns or Google Ads App Campaigns for Engagement, (a) promote a new game title launch, which title launched on Google Play within the 12 months preceding the Effective Date or will launch on Google Play during the Term, (b) promote a major update to an existing game title (e.g., materially changes or enhances the gameplay and/or game logic), which update launched on Google Play within the 12 months preceding the Effective Date or will launch on Google Play during the Term, or (c) promote an existing game title launched on Google Play in countries where Company has not significantly invested in promoting such game title, as measured by relative promotion spend and/or installations (each, a "**Qualifying Campaign**").
2. All Qualifying Campaigns will be mutually agreed by the parties. Company must notify Google of the applicable CIDs and Campaign IDs for the campaign(s) in writing, and Google must provide written confirmation thereof, in advance of the Ads Credits accrual period. Unless and until Company receives Google's prior written confirmation, the applicable campaign will not be deemed a Qualifying Campaign, and Company's spend in connection therewith will not be eligible for Ads Credits hereunder. For purposes of this Ads Credits Addendum, only 10 CIDs will be eligible for Ads Credits, or such other number of CIDs as may be mutually agreed by the parties in writing (email sufficient).
3. In the event Company launches one or more Qualifying Campaigns, for every \$3.00 Company spends collectively with respect to such Qualifying Campaign(s), Company will earn \$1.00 in Ads Credits to be applied against a future Google Ads invoice for such Qualifying Campaign(s) (an "**invoice**").
4. Company may earn Ads Credits as described in this Ads Credits Addendum in connection with Company's total spend for all Qualifying Campaigns, up to \$10,000,000 of Ads Credits during the Term.
5. Ads Credits earned in a given month may be applied to an invoice for the immediately following calendar month, or any month thereafter, provided that such Ads Credits will expire 3 months after the month in which such credits were earned ("**Expiration Date**"). In the event the amount of Company's Ads Credits exceeds the amount of the invoices upon the Expiration Date for such Ads Credits, Company may only receive a credit equal to the amount of such invoices. For example, if Company receives \$9.00 in Ads Credits for the month of July, but Company's invoices come October only amount to \$5.00, Company may only receive a credit equal to \$5.00, and the remaining \$4.00 in Ads Credits will expire at the end of October.

6. Beginning on the Effective Date, and unless earlier terminated in accordance with the Ad Terms or the terms of this Ads Credits Addendum, Company may earn Ads Credits for Qualifying Campaigns until 12/31/2020 (the "**Term**"). For clarity, the Expiration Date for Ads Credits earned through 09/30/2020 will be the earlier of, (a) 3 months after they were earned pursuant to Section 5 above, and (b) 12/31/2020.
7. All currency values under this Ads Credits Addendum, including those related to total spend and Ads Credits earned, will be based on Google's financial records or data.
8. Without limiting the terms of the Ad Terms or the Play Addendum, if the Play Addendum terminates in accordance with its terms, this Ads Credits Addendum will automatically terminate upon written notice from Google.

IN WITNESS WHEREOF, Google and Company have executed this Addendum by persons duly authorized as of the dates below, with an effective date of February 1, 2020 ("**Effective Date**").

Riot Games, Inc.By:  DocuSigned by:

Print Name: B5A61AD1DF12456

Nicolo Laurent

Title:

CEO

Date: 3/9/2020

Google LLC
Hiroshi Lockheimer
Authorized Signatory

2020.03.10

07:51:22 -07'00'

Title:

Date:



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CEO

Riot Games

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Sent: 3/9/2020 1:56:14 PM

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Signed: 3/9/2020 5:11:57 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Shari O'Donnell

[REDACTED]@riotgames.com

Riot Games - Default

Security Level: Email, Account Authentication
(None)

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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

3/9/2020 1:56:14 PM

Certified Delivered

Security Checked

3/9/2020 5:11:40 PM

Completed

Security Checked

3/9/2020 5:11:57 PM

Payment Events

Status

Timestamps